

**REMARKS**

Reconsideration of this application is respectfully requested in light of the foregoing amendments and the following remarks.

Each of claims 4, 5, 20, and 22 has been amended for reasons unrelated to patentability, including at least one of: to explicitly present one or more elements implicit in the claim as originally written when viewed in light of the specification thereby not narrowing the scope of the claim, to detect infringement more easily, to enlarge the scope of infringement, to cover different kinds of infringement (direct, indirect, contributory, induced, and/or importation, etc.), to expedite the issuance of a claim of particular current licensing interest, to target the claim to a party currently interested in licensing certain embodiments, to enlarge the royalty base of the claim, to cover a particular product or person in the marketplace, and/or to target the claim to a particular industry.

Claims 1-24 are now pending in this application. Claims 1, 11, 16 and 20 are the independent claims.

**I. The Anticipation Rejections**

Claims 1-3, and 6-24 were rejected as anticipated under 35 U.S.C. §102(b). In support of the rejection, Richard (U.S. Patent No. 6,249,873) was cited. This rejections are respectfully traversed.

To the extent that official notice is taken to support the rejection, Applicants respectfully traverse and request citation and provision of a reference that supports the rejection. See MPEP 2144.03.

Richard fails to establish a prima facie case of anticipation. See MPEP 2131. To anticipate expressly, the “invention must have been known to the art in the detail of the claim; that is, all of the elements and limitations of the claim must be shown in a single prior art reference, arranged as in the claim”. *Karsten Mfg. Corp. v. Cleveland Golf Co.*, 242 F.3d 1376,

1383, 58 USPQ2d 1286, 1291 (Fed. Cir. 2001). The single reference must describe the claimed subject matter “with sufficient clarity and detail to establish that the subject matter existed in the prior art and that its existence was recognized by persons of ordinary skill in the field of the invention”. *Crown Operations Int’l, LTD v. Solutia Inc.*, 289 F.3d 1367, 1375, 62 USPQ2d 1917, 1921 (Fed. Cir. 2002). Moreover, the prior art reference must be sufficient to enable one with ordinary skill in the art to practice the claimed invention. *In re Borst*, 345 F.2d 851, 855, 145 USPQ 554, 557 (C.C.P.A. 1965), *cert. denied*, 382 U.S. 973 (1966); *Amgen, Inc. v. Hoechst Marion Roussel, Inc.*, 314 F.3d 1313, 1354 (Fed. Cir. Jan. 6, 2003) (“A claimed invention cannot be anticipated by a prior art reference if the allegedly anticipatory disclosures cited as prior art are not enabled.”)

Moreover, Richard fails to properly establish inherent anticipation. See MPEP 2112. “Inherent anticipation requires that the missing descriptive material is ‘necessarily present,’ not merely probably or possibly present, in the prior art.” *Trintec Indus., Inc. v. Top-U.S.A. Corp.*, 295 F.3d 1292, 1295, 63 USPQ2d 1597, 1599 (Fed. Cir. 2002). No evidence has been presented that admittedly the “missing descriptive material is ‘necessarily present’” in Richard.

Independent claim 1, from which 2-10 depend, recites:

**“receiving first update scheduling information from a first party; and  
sending digital certificate revocation state information to the first party  
according to a schedule that is based on the first update scheduling  
information.”**

Richard does not teach or suggest, expressly or inherently, **“sending digital certificate revocation state information to the first party according to a schedule that is based on the first update scheduling information”**. In fact, Richard does not teach or suggest in any manner **“sending certificate revocation state information”** based on any type of **“scheduling information” received from** the party to whom the “certificate revocation state information” is sent.

Accordingly, it is respectfully submitted that the rejections of claims 1-3 and 6-10 are unsupported by Richard and should be withdrawn.

Independent claim 11, from which 12-15 depend, recites **“receiving update scheduling information from a digital certificate verifier”** and **“transmitting the captured certificate revocation list to the digital certificate verifier on a schedule determined by the received update scheduling information.”** As explained above, Richard provides no teaching or suggestion, either expressly or inherently, of **“receiving update scheduling information from a digital certificate verifier”** and **“transmitting the captured certificate revocation list to the digital certificate verifier on a schedule determined by the received update scheduling information.”** Accordingly, it is respectfully submitted that the rejections of claims 11-15 are unsupported by Richard and should be withdrawn.

Independent claim 16, from which 17-19 depend, recites **“sending update scheduling information to a certificate authority; and receiving certificate revocation information from the certificate authority at scheduled times based on the update scheduling information.”** As explained above, Richard provides no teaching or suggestion, either expressly or inherently, of **“sending update scheduling information to a certificate authority; and receiving certificate revocation information from the certificate authority at scheduled times based on the update scheduling information.”** Nor does Richard teach or suggest **“receiving certificate revocation information from the certificate authority at scheduled times based on [ ] update scheduling information”** sent to the certificate authority. Accordingly, it is respectfully submitted that the rejections of claims 11-15 are unsupported by Richard and should be withdrawn.

Independent claim 20, from which 2-10 depend, recites: **“receive first update scheduling information from a first party”** and **“send digital certificate revocation state information to the first party according to a schedule that is based on the first update scheduling information.”** Richard does not teach or suggest, expressly or inherently, **“send digital certificate revocation state information to the first party according to a schedule that is**

**based on the first update scheduling information**". In fact, Richard does not teach or suggest in any manner **"send certificate revocation state information"** based on any type of "scheduling information" **received from** the party to whom the "certificate revocation state information" is sent. Accordingly, it is respectfully submitted that the rejections of claims 20-24 are unsupported by Richard and should be withdrawn.

## II. The Obviousness Rejections

Claims 4 and 5 were rejected under 35 U.S.C. § 103(a) as being unpatentable over various combinations of Richard in view of Facq (U.S. Patent No. 6,016,520). These rejections are respectfully traversed.

None of the cited references, either alone or in any combination, establish a *prima facie* case of obviousness. "To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure." See MPEP § 2143.

Claims 4 and 5 recite:

**"receiving first update scheduling information** from a first party; and  
**sending** digital certificate revocation state information to the first party  
**according to a schedule** that is **based on the first update scheduling**  
**information."**

Richard does not teach or suggest, expressly or inherently, **"sending** digital certificate revocation state information to the first party **according to a schedule** that is **based on the**

**first update scheduling information**". In fact, Richard does not teach or suggest in any manner **"sending** certificate revocation state information" based on any type of "scheduling information" **received from** the party to whom the "certificate revocation state information" is sent. Facq does not cure the deficiencies of Richard.

Thus, even if there were motivation or suggestion to modify or combine the cited references (an assumption with which the applicant disagrees), and even if there were a reasonable expectation of success in combining or modify the cited references (another assumption with which the applicant disagrees), the cited references still do not expressly or inherently teach or suggest every limitation of the claims, and consequently fail to establish a *prima facie* case of obviousness. Accordingly, it is respectfully submitted that the rejections of claims 4 and 5 are unsupported by Richard in view of Facq and should be withdrawn.

**CONCLUSION**

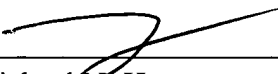
It is respectfully submitted that, in view of the foregoing amendments and remarks, the application as amended is in clear condition for allowance. Reconsideration, withdrawal of all grounds of objection and rejection, and issuance of a Notice of Allowance are earnestly solicited.

The Office is hereby authorized to charge any additional fees or credit any overpayments under 37 C.F.R. §1.16 or §1.17 to Deposit Account No. 50-2504. The Examiner is invited to contact the undersigned at 434-972-9988 to discuss any matter regarding this application.

Respectfully submitted,

Michael Haynes PLC

Date: 10 November 2004

  
\_\_\_\_\_  
Michael N. Haynes  
Registration No. 40,014

1341 Huntersfield Close  
Keswick, VA 22947  
Telephone: 434-972-9988  
Facsimile: 815-550-8850